

# Special terms and conditions for the digital paybox Bank Credit Card (Apple Pay)

## Version of April 2022

These Special Terms and Conditions (hereinafter „STCs - Digital Mastercard“) govern the contractual relationship (hereinafter „Digital Card Agreement“) between paybox Bank AG (hereinafter „paybox Bank“) as the card issuer of the paybox Bank Credit Card (hereinafter „Digital Credit Card“) and the holder of a paybox Bank credit card (hereinafter „CH“). These STCs apply wherever an agreement between the paybox Bank and the cardholder states that the STCs apply. The STCs supplement the paybox Bank Credit Card Agreement by adding the option of using the Digital Credit Card.

### 1. Definitions

**1.1 Digital Credit Card:** The credit card data of the paybox Bank credit card are replaced by a specially generated virtual credit card number (a so-called "token") which is linked in encrypted form via a wallet held on a suitable telecommunications, digital or IT device (mobile device) (activation of the Digital Credit Card). Multiple Digital Credit Cards can be issued for suitable mobile devices based on one physically issued paybox Bank credit card.

**1.2 Suitable mobile device:** A telecommunications, digital or IT device that is suitable for activating the Digital Credit Card. This may be, for example, a smartphone or a device that is worn on the body (also referred to as a „wearable“, such as a smartwatch). Whether the mobile device is suitable in each case will be indicated in the course of the process of activating the Digital Credit Card and lies outside the control of paybox Bank.

**1.3 On-device wallet:** is an application intended for the use of the Digital Credit Card that must be installed on the mobile device. This may be a functionality or app provided either by the manufacturer of the mobile device or its operating system.

**1.4 Device PIN:** The device PIN is a personal access code for the mobile device that the cardholder freely chooses. It is used to identify the CH and to approve payments or cash withdrawals using the Digital Credit Card.

**1.5 Biometric Authentication:** Biometric authentication is the identification of the CH by means of physical characteristics such as his or her fingerprint or face; it is used to identify the CH and to initiate a transaction. The biometric data of the CH for biometric authentication must be stored in the registered mobile phone of the CH if the CH wishes to use biometric authentication and his/her registered mobile phone is technically capable of facilitating biometric authentication. The CH can then log in to the paybox Bank customer area with his or her biometric data and initiate remote payments via the Internet or mobile data connection; the CH is able to use his or her biometric data to irrevocably instruct paybox Bank to make the payment. Biometric authentication is an alternative to entering the mobile PIN.

**1.6 Strong Customer Authentication:** is the procedure prescribed under Commission Delegated Regulation (EU) 2018/389 for strong authentication of the CH based on two of the three elements: knowledge, possession and inherence. The device PIN serves as the „knowledge“ element; the Digital Credit Card stored in the on-device wallet as the „possession“ element; and biometric authentication as the „inherence“ element. Strong customer authentication is used to initiate electronic payment transactions (via Internet or mobile data connection as well as card transactions at ATMs and POS terminals displaying the „contactless“ symbol).

**1.7 One-Time-Password (OTP):** is a password provided by paybox Bank via SMS, which may be required to activate the Digital Credit Card in the on-device wallet.

**1.8. paybox Bank App:** is an app of paybox Bank that enables the CH to initiate the activation of the Digital Credit Card on a suitable mobile device in the wallet on that device and to obtain access to all functions in his or her paybox Bank customer area via mobile phone.

**1.9. Contactless function:** indicates the option of making a payment or withdrawing cash using the Digital Credit Card stored on the mobile device at a Mastercard acceptance point.

**1.10. Mastercard acceptance points:** are the ATMs, payment terminals and payment points marked with the Mastercard logo displayed on the paybox Bank credit card, permitting cash withdrawals or cashless payments at Mastercard participating

merchants.

### 2. Formation of agreement on the Digital Credit Card

**2.1** In order for the CH to be able to use his or her Digital Credit Card on a mobile device, he or she needs a valid physical paybox Bank credit card and a mobile device suitable for activation. The physical credit card must not be blocked. The CH must open the on-device wallet on the mobile device directly or via the paybox Bank app.

**2.2** The CH submits an application for the issuance of the Digital Credit Card when he or she activates the Digital Credit Card by entering his/her card data or through the paybox Bank App. In the course of activating the Digital Credit Card in the CH's on-device wallet, authentication of the CH may be required. When using the on-device wallet, the CH is authenticated by means of a one-time password, which he or she receives by SMS.

**2.3** The Digital Card Agreement is accepted where paybox Bank notifies the CH of successful activation of the Digital Credit Card via SMS.

### 3. Credit limit

The credit limit agreed with the CH under the paybox Bank credit card agreement is the joint credit limit for both the physical credit card and the Digital Credit Card. A change to the credit limit agreed with the CH always applies to both the physical and the Digital Credit Card.

### 4. Possible uses of the Digital Credit Card

**4.1** The CH is authorised to use the Digital Credit Card up to the agreed credit limit at Mastercard acceptance points in Austria and abroad:

**4.1.1.** at POS payment terminals marked with the „contactless“ symbol to obtain goods and services at Mastercard acceptance points by holding out the mobile device and entering the device PIN or by biometric authentication. In the case of payments with a suitable mobile device worn on the body (wearable), it may alternatively be necessary for the CH to enter his or her self-selected PIN beforehand;

**4.1.2.** to withdraw cash at ATMs in Austria and abroad which are marked with the „contactless“ symbol by entering the device PIN or by biometric authentication.

**4.1.3.** to make payments in e-commerce (app or Internet) by entering the device PIN or by biometric authentication if the option of using a Digital Credit Card is enabled at the Mastercard acceptance point.

### 5. Payment instructions

**5.1** The CH irrevocably instructs paybox Bank to pay the amount resulting from a transaction to the Mastercard acceptance point in question. The CH issues this irrevocable instruction

**5.1.1.** for payments at a POS payment terminal in Austria and abroad with the „contactless“ symbol: by entering the device PIN or alternatively by biometric authentication and holding out the mobile device at the POS payment terminal. In the case of payments with a suitable mobile device worn on the body (wearable), it may alternatively be necessary for the CH to enter his or her self-selected PIN beforehand;

**5.1.2.** for cash withdrawals at ATMs in Austria and abroad that are marked with the „contactless“ symbol: to withdraw cash using the Digital Credit Card by entering the device PIN or by biometric authentication;

**5.1.3.** for payments in e-commerce (in apps and on the Internet) in Austria and abroad: by entering the device PIN or alternatively by biometric authentication if this payment option is offered.

**5.2** For payments on public transport, strong customer authentication may not be required at unattended terminals with the „contactless“ symbol in some countries if the CH has selected this setting in his/her mobile device. The payment instruction can be issued by holding out the mobile device without a device PIN or biometric authentication.

**5.3** paybox Bank hereby accepts, now and in advance, the foregoing irrevocable instruction.

### 6. Defences in respect of legal transactions

The CH must settle any complaints and disagreements concerning the underlying legal transaction between him or her and the Mastercard acceptance point in question (e.g. defences or objections based on mistake or warranty) directly with the Mastercard acceptance point. In the event of such complaints

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and disagreements, the CH is also obliged to reimburse paybox Bank for the amount paid by paybox Bank to the Mastercard acceptance point and must pay the balance of the monthly statement in accordance with the General Terms and Conditions for the paybox Bank Credit Card Agreement.

### 7 Monthly billing and payment terms

Cash withdrawals made with the Digital Credit Card, cashless payments and agreed fees are shown together with the charges for the physical paybox Bank credit card in the monthly statement. The rules on issuance of the monthly statement, the information contained therein, the statement date, the due date and the payment terms for the monthly statement are agreed in the General Terms and Conditions for the paybox Bank Credit Card and also apply to the Digital Credit Card.

### 8 Term and termination of the Digital Card Agreement

**8.1** The cardholder may terminate the Digital Card Agreement at any time. paybox Bank may terminate the Digital Card Agreement upon 2 months' notice.

**8.2** The card agreement for the Digital Credit Card is deemed to be made for an indefinite period. In any case, it shall end upon termination of the paybox Bank Credit Card Agreement for the physical card, without the need for any separate notice of termination. Upon termination of the card agreement for the Digital Credit Card, however, the card agreement for the physical paybox Bank Credit Card shall remain in force unless it is also terminated.

**8.3** For good cause, both paybox Bank and the CH are entitled to terminate the Digital Card Agreement with immediate effect.

**8.4** The declaration of termination or cancellation of the Digital Card Agreement must be made on paper or on another durable medium.

**8.5** At the end of the Digital Card Agreement, the CH must delete the Digital Card on the mobile device or paybox Bank is entitled to delete the Digital Card.

### 9 Obligations of the cardholder

**9.1** The CH shall comply with the terms and conditions for the issuance and use of the Digital Credit Card contained in these STCs.

#### 9.2 The CH has a duty

**9.2.1** to carefully store the one-time password, the device PIN and the self-chosen PIN for wearables (hereinafter collectively referred to as „Personal Identification Elements“) and to take all reasonable precautions to prevent a third party from gaining access to them;

**9.2.2** to refrain from handing over the mobile device to third parties without deactivating the Digital Credit Card;

**9.2.3** not to disclose the Personal Identification Elements to anyone, including to his or her relatives or the employees of paybox Bank;

**9.2.4** when using his or her Personal Identification Elements, to ensure that a third party cannot gain knowledge of them; this also applies to employees of Mastercard acceptance points.

**9.3** As soon as the CH becomes aware of loss, theft, misuse of his or her suitable mobile device or unauthorised use of the Digital Credit Card, he or she must notify paybox Bank immediately. For such notifications, paybox Bank provides the telephone number shown in section 10.

**9.4** The CH is not liable if paybox Bank did not require strong customer authentication for the unauthorised payment transaction, unless the CH acted with fraudulent intent. Liability for unauthorised payment transactions in the event of slight or gross negligence on the part of the CH under the General Terms and Conditions for the paybox Bank credit card is also deemed agreed for the Digital Credit Card if paybox Bank required strong customer authentication for the payment transaction.

### 10 Blocking of the digital card

A block on the Digital Credit Card due to loss, theft, misuse of the CH's suitable mobile device or any other use not authorised by the CH has no effect on the physical paybox Bank credit card, unless the CH also requests a block on the physical card or there is a reason, as per section 10.2 hereof, to place a block on the physical card.

**10.1** The CH is entitled at any time to request a block on his or

her Digital Credit Card or to place a block on it himself or herself in the Cloud. In the cases covered by section 9 hereof, the CH is obliged to arrange for the blocking of his or her Digital Credit Card without delay.

The CH can initiate a block at any time by calling the domestic blocking emergency number 0800 664 900, or from abroad: +43 50 664 8 664 900. paybox Bank is obliged to block the Digital Credit Card immediately in both cases.

**10.2** paybox Bank is entitled to block the Digital Credit Card without the involvement of the CH if

**10.2.1** objective reasons relating to the security of the Digital Credit Card or to the security of the systems in which the Digital Credit Card is used justify this in order to prevent misuse;

**10.2.2** there is a suspicion of unauthorised or fraudulent use of the Digital Credit Card; or

**10.2.3** there is a risk that the CH's payment obligations to paybox Bank arising from the use of the Digital Credit Card and physical paybox Bank credit card may not be satisfied due to a deterioration of or risk to the financial circumstances of the payer.

**10.3** A block on the Digital Credit Card becomes effective immediately upon receipt of the order to place the block. To the extent possible, paybox Bank shall inform the CH of the block and the reasons for it before the card is blocked, but at the latest immediately thereafter. This does not apply if the information conflicts with applicable law or court or official orders, if the information about the block could increase the security risk or if a block was placed on the card at the request of the CH.

**10.4** If the Digital Credit Card has been blocked, paybox Bank will lift the block as soon as the reasons for the block no longer exist. The CH can request that the block be lifted at any time; this can also be done by calling the telephone number listed in section 10.1.

**10.5** The placement of a block and the lifting thereof are free of charge to the CH.

### 11. Responsibility for the on-device wallet

**11.1** paybox Bank is not the provider of the on-device wallet and is not responsible for providing the wallet service to the CH.

**11.2** The CH must address all concerns regarding mobile devices and the on-device wallet to the manufacturer of the mobile device or the provider of the on-device wallet. The contractual terms of the respective manufacturer and provider of the on-device wallet shall apply in such cases. paybox Bank has no control over the contractual relationship with the manufacturer of mobile devices and/or the provider of the on-device wallet; in particular, it has no control over data processing by such third parties.

### 12 Mobile device and charges for Internet connections

All charges, such as telephone or Internet charges arising from the fact that the CH uses the Digital Credit Card or the paybox Bank customer area and the paybox Bank app shall be borne by the CH. The CH must address all concerns in connection with the mobile device to the mobile network operator with which he or she has entered into a contractual relationship.

### 13 Amendments to the Special Terms and Conditions

**13.1** paybox Bank shall notify the CH of amendments to these STCs at least two months prior to the proposed date of their entry into force; the provisions affected by the amendment proposal and the proposed amendments to these STCs shall be presented in a comparison version attached to the amendment proposal (hereinafter „Comparison Version“). The amendment proposal is communicated to the CH in this way. The CH's consent shall be deemed to have been given if no objection from the CH is received by paybox Bank before the proposed effective date. paybox Bank will draw the CH's attention in the amendment proposal to the fact that, by his/her failure to object, the CH is deemed, by silence, to consent to the amendments, as well as that the CH, who is a consumer, has the right to terminate his/her Digital Card Agreement free of charge without notice before the amendments come into force. In addition, paybox Bank will publish the Comparison Version as well as the complete version of the new terms and conditions on its website; paybox Bank will also refer to this in the amendment proposal.

**13.2** Notification to the CH of the changes proposed under Section 13.1 hereof may be effected in any form agreed with

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the CH. Such forms also include transmission of the amendment proposal including a Comparison Version (i) by e-mail to the e-mail address provided by the CH, (ii) provision of the proposed amendments in the paybox Bank customer area, in which case the CH will be informed by e-mail that the amendment proposal is available in the paybox Bank customer area, and (iii) transmission by post.

**13.3** Changes to the scope of services of paybox Bank due to an amendment under sec. 13.1. are limited to objectively justified cases; Objective justification shall be deemed to exist if (i) the amendment is necessitated by a change in the legal provisions governing payment services as well as their processing or by requirements of the Financial Market Authority, the European Banking Authority, the European Central Bank or the Austrian National Bank, (ii) the amendment is necessitated by the development of case law governing payment services as well as their processing, (iii) the amendment promotes the security of the processing of transactions, (iv) the amendment is necessary to implement technical developments or to adapt to new programs for the use of end device equipment, (v) the amendment is necessary due to a change in the scope of services of the Mastercard System or due to changes for the processing of transactions in the Mastercard System.

**13.4** Changes to the scope of services or fees that go beyond secs. 13.1 and 13.3 shall require the express consent of the CH. The CH may give his or her consent in the paybox Bank customer area, which is also accessible via the paybox Bank App.

### **14 Choice of law and jurisdiction**

**14.1** Austrian law, with the exception of its conflict of law rules, shall apply to all claims and liabilities between paybox Bank and the CH arising from the agreement for the Digital Credit Card and in connection with the Digital Credit Card.

**14.2** General jurisdiction for actions by a consumer or for actions against a consumer based on conclusion of the agreement for the Digital Credit Card shall remain vested in the Austrian courts even if the consumer moves his residence abroad after conclusion of the agreement and provided that Austrian court decisions are enforceable in that country.